

**RFQ Title: Professional Planning and Engineering Consultant Services**

**RFQ No: xxx-xxxx**

**Opening Date: xxxxxx, 2008**

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**REQUEST FOR QUALIFICATIONS  
FOR  
PROFESSIONAL PLANNING AND ENGINEERING  
CONSULTANT SERVICES**

Wakulla County, Florida is accepting written proposals from all qualified and interested professional consulting parties to provide Professional Planning and Engineering Consultant Services. The successful party will provide the professional services described herein in support of the County. All work will be contracted within the terms, conditions, scope of work and other applicable requirements set forth in subsequent work orders related to this document. The successful party will demonstrate qualifications, experience and abilities to successfully accomplish and support all aspects of the prescribed type of work.

Parties interested in preparing a response to this RFQ must complete the requirements set forth in the attached documents. Under the proposal process of Wakulla County, the conditions as set forth herein are binding to the proposer to the extent you confirm acceptance by your binding signature, by an officer, on the cover letter.

Wakulla County welcomes your response. The County reserves the right to reject any proposal found to be non-responsive, vague or non-conforming. The County also reserves the right at any time to withdraw all or part of this proposal request in order to protect its best interests. The County is not liable for any costs incurred by the party in preparing its response, nor is a response an offer to contract with your firm. Pursuant to Chapter 119, Florida Statutes, all proposal responses are subject to open records laws.

Sealed proposals must be received by Wakulla County no later than 5:00 PM EST on \_\_\_\_\_.  
Proposals will be opened on \_\_\_\_\_. Late proposals will be returned unopened.

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Request for Qualifications (RFQ) General Instructions:

1. Items listed on the checklist in this form and all other items required within this RFQ must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

RFQ – Professional Planning and Engineering Consultant Services  
Wakulla County  
Board of County Commissioners  
Wakulla County Board of County Commissioners  
(Commissioners Complex)  
3093 Crawfordville Highway  
Post Office Box 1263  
Crawfordville, Florida 32327

2. Proposals must be typed in ink. No changes in or corrections will be allowed after the proposals are opened.
3. Proposals must contain an original, manual signature of an authorized representative of the company.
4. Submittals which are received after the closing date will be returned unopened to the submitting firm.
5. Firms responding to this RFQ are expected to examine the specifications, all general and special conditions of the RFQ prior to submission.
6. Responses to this RFQ are due no later than 5 p.m. on \_\_\_\_\_. Proposals submitted in a timely manner will be opened at 10 a.m. on \_\_\_\_\_ in the County Administration Office located at 3093 Crawfordville Highway, Crawfordville, Florida 32327.
7. Special Accommodation: Any person requiring a special accommodation because of a disability should call the Wakulla County Board of County Commissioners (BOCC) at (850) 926-0919. If you are hearing or speech impaired, please contact the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AN ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO, WHICH VARY FROM THE GENERAL INSTRUCTIONS FOR THIS RFQ WILL TAKE PRECEDENT.

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### SCOPE OF WORK:

Wakulla County, Florida invites qualified firms or individuals to submit their qualifications for consideration to provide Professional Planning and Engineering Consultant Services on an “ongoing services” basis. The County will award the contract for work to be performed on an “as needed” basis for the various disciplines required. The selected firm shall negotiate and execute a general services contract with the County. All work orders assigned shall be done so using addendums to the general services contract. The quantity of work will vary through the contract term.

The selected firm shall provide a broad range of professional planning and engineering services which shall include but not be limited to:

- Engineering design services, including stormwater facilities
- Master Planning
- Transportation planning and engineering services
- Airport Services Analysis and Engineering Design
- Public transit studies and plans
- Manage and administer FDOT Airport Improvement Program Grant(s)
- Public involvement and meeting facilitation
- Growth management and concurrency
- Local government comprehensive planning
- Zoning, overlay districts and sector planning
- Evaluation Appraisal and Recommendations Reports (EAR)
- Land Development regulations
- Bicycle and pedestrian planning
- Scenic Byways Planning
- Water resource planning
- Environmental analysis
- Development review services, including DRI/Traffic study reviews
- Geographic Information Systems (GIS) Services
- Grant development
- Landscape Architecture
- Economic Development studies
- Land Use Planning

The County will consider the qualifications of each firm with regard to the services required by the County, and so may choose one firm according to which firm best fits the needs of the County. The selected firm will serve as the County’s general planning and engineering services consultant for a three (3) year term period with an option for two (2) additional one (1) year term extensions. Work shall be assigned on a task-by-task basis with a clearly developed scope of work for each task work order.

Attached, for vendor review, are the proposal specifications required for Wakulla County’s consideration. Should you require clarification regarding any of these specifications, please contact Lindsay Stevens, (850) 926-3695, facsimile: (850) 926-1528, email: [lstevens@mywakulla.com](mailto:lstevens@mywakulla.com) or Melissa Coleman Corbett, (850) 926-3695, facsimile: (850) 926-1528, email: [mcorbett@mywakulla.com](mailto:mcorbett@mywakulla.com).

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### QUALIFICATIONS

Statement of qualification letters should be submitted in the following format and should not exceed ten (10) pages in length, excluding covers, table of contents, dividers, required forms, resumes, certifications and affiliations, references and insurance documentation.

- Company/Firm Overview: Include the location of the office primarily responsible for serving Wakulla County. Firms must have provided consulting planning and engineering services within the State of Florida for a minimum of three (3) continuous years for the period immediately preceding the date of this request. Firm capabilities should include the disciplines listed above in the Scope of Work.
- Familiarity with Local Conditions: Include a description of the firm's understanding of the specific needs of Wakulla County and/or growing rural communities in North Florida.
- Certifications and Affiliations: State the professional licensure, certification and affiliations of the firm and the project team.
- Management and Project Staff: Provide an organizational chart for the project team. Identify who will serve as Project Manager and describe applicable experience and any qualifications for key project team members. Include resumes of key project team members.
- Previous Experience: Provide a description of relevant experience working for local government clients, including specific projects and assignments. Identify whether the project or assignment was completed on time and within budget. Please include any experience in the area of transportation planning and concurrency management; comprehensive planning; meeting facilitation; airport engineering, planning and Florida Department of Transportation (FDOT) airport grants; public involvement and visioning.
- References: Include a minimum of three (3) client references from county and municipal governments, rural areas a plus, for which you have performed similar services. Please include a client contact name, address and phone number. Also include the number of years of experience performing services for each reference and the present contract status.
- Availability and assurance of prompt service: Describe the availability of key project team members.
- Compensation: Outline of hourly rates per professional staff positions for the key project team.

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EVALUATION CRITERIA AND SELECTION PROCESS:

1. The proposals submitted in response to this request will be evaluated by a selection committee.
2. The selection of a firm and the ultimate execution of a contract, while anticipated, are not guaranteed by the County. The County reserves the right to determine which proposal is in the County's best interest and award the contract on that basis, to reject any and all proposals, waive any irregularities of any proposal, negotiate with any potential offerer (after proposals are opened) if such is deemed in the best interest of the County.
3. The selection committee will evaluate the proposals that are responsive to the requirements of this RFQ using the following criteria listed in order of importance:
  - a. Qualification of the Firm/Company (including key personnel) 35%
  - b. Ability to perform services on time and deliver a product within a budget 25%
  - c. Familiarity with local conditions 20%
  - d. Cost schedule 20%
4. All proposals will be reviewed and ranked according to competence and qualifications, and offerers may be selected for interviews or oral presentations as may be necessary. The County makes no commitment to any respondent to this RFQ beyond consideration of the written response to this RFQ.
5. The preceding criteria will be used to evaluate proposal responses and select the successful offerer. The selection/evaluation committee reserves the right to expand these criteria to include any other pertinent requirements as necessary or as directed by the Board of County Commissioners.
6. The proposals deemed best by the selection/evaluation committee shall be presented by the County Administrator in the form of an Agenda Request to the Board of County Commissioners, who shall either accept or deny the recommendation of the selection/evaluation committee as presented by the County Administrator.
7. Firms submitting proposals may subcontract portions of the engagement. However, if this is to be done, the name(s) of the proposed subcontracting firms must be clearly identified in the proposal. Following the award of the contract, no additional subconsulting will be allowed without the express written consent of the County. Such consent may be withheld, conditioned, or denied at the sole discretion of the County.
8. The Board of County Commissioners, or its designee, shall negotiate a contract with one of the proposers in accordance with Florida Statutes.

RESPONSE DEADLINE:

Responses to this RFQ must be submitted no later than \_\_\_\_\_ at 5 p.m..

RFQ INFORMATION:

Questions pertaining to RFQ procedures should be addressed to Tim Barden, 850-926-9500; or fax (850) 926-9006; email: [tbarden@mywakulla.com](mailto:tbarden@mywakulla.com). **Written inquires are preferred.**

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Questions pertaining regarding the specifications contained within this RFQ should be addressed to Lindsay Stevens, (850) 926-3695, facsimile: (850) 926-1528, email: [lstevens@mywakulla.com](mailto:lstevens@mywakulla.com) or Melissa Coleman Corbett, (850) 926-3695, facsimile: (850) 926-1528, email: [mcorbett@mywakulla.com](mailto:mcorbett@mywakulla.com). **Written inquires are preferred.**

**EXPLANATION TO RESPONDENTS:**

Each Respondent shall examine the RFQ Documents carefully; and, no later than seven days prior to the date for receipt of responses, s/he shall make a written request to the BOCC for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The BOCC will not be responsible for oral clarifications.

No negotiations, decisions or actions shall be initiated or executed by the respondent as a result of any discussions with any County employee prior to the opening of the proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board.

Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of contractor.

**PREPARATION AND SUBMISSION OF RESPONSES:**

Eight (8) copies of responses to this RFQ must be submitted in a sealed envelope. Facsimiles will not be accepted.

**OCCUPATIONAL LICENSES AND REGISTRATIONS:**

The consultant shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Wakulla County, and the State of Florida. Every consultant submitting a proposal shall include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists. Wakulla County, Florida-based businesses are required to purchase an Occupational License to conduct business within the County. Consultants residing or based in another state or municipality, but maintaining a physical business facility or representative in Wakulla County, may also be required to obtain such a license. For information specific to Wakulla County occupational licenses contact the Planning and Community Development Department at (850) 926-3695.

If the consultant is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the proposal. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status and a Certificate of Good Standing with the Division of Corporations of the State of Florida or such other state as applicable.

**CONSULTANT'S LICENSING REQUIREMENTS:**

1. Contractor shall possess appropriate licensing as required by Florida Statutes which mandate specific licensing for Contractors engaged in the type of work covered by this solicitation. Further, Contractor shall meet all requirements of the State of Florida, and licensure and/or registration requirements of other federal, state, regional, County or municipal agencies having jurisdiction over the specified work.

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2. Said licenses shall be in the Contractor's name as it appears on the RFQ Form, or as otherwise required by law. Contractor shall supply appropriate license numbers with expiration dates as a part of their response. Failure to possess and provide proof of proper licensing, certification, and/or registration may be grounds for rejection of the response.
3. Contractor shall provide copies of all applicable licenses with its response.
4. Subcontractors contracted by the Contractor shall be licensed in their respective fields to obtain construction permits from the County. All licenses must be in the name of the subcontractor. It shall be the responsibility of the Contractor to enforce this provision. The County reserves the right to inspect all licenses at any time and may find the Contractor in default should appropriate documentation or licenses not be produced.

STATUS:

The Contractor shall, at all times relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Wakulla County.

INSURANCE:

Contractor's attention is directed to the insurance requirements below. Contractors should confer with their respective insurance carriers or brokers to determine in advance of response the availability of insurance certificates and endorsements as prescribed and provided herein. If the Contractor fails to comply strictly with the insurance requirements, that contractor may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's response.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
  - a. General Liability: \$1,000,000/\$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
  - c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**REJECTION OF PROPOSALS:**

The BOCC reserves the right to reject any and/or all proposals when such rejection is in the best interest of the BOCC.

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RECEIPT AND OPENING OF PROPOSALS:

Proposals will be opened publicly at the time and place stated in the Request for Qualifications (RFQ). The person whose duty it is to open the proposals will decide when the specified time has arrived and no proposals received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a proposal not properly addressed and identified. At the time fixed for the opening of proposals, the contents of the RFQ form will be made public for the information of contractors and other interested parties who may be present either in person or by representative.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written or telegraphic request received from respondents prior to the time fixed for opening. Negligence on the part of the respondent in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

SELECTION OF PROPOSAL:

The County will select a firm based solely upon the content of the proposals that are received in response to this RFQ. The County reserves the right to waive any informality in proposals and to award a proposal in whole or in part when either or both conditions are in the best interest of Wakulla County.

Notice of the intended award is provided through an agenda item to the Board of County Commissioners containing a recommendation of award. The agenda for each meeting of the County Commission is available on the County website at mywakulla.com. A firm may request, in their RFQ submittal, a copy of the RFQ tabulation sheet to be mailed in a responding firm-provided, stamped self-addressed envelope for their record.

AGREEMENT:

The County will consider the qualifications of each firm with regard to the services required by the County, and so may choose one firm according to which firm best fits the needs of the County. The selected firm will serve as the County's general planning and engineering services consultant for a three (3) year term period with an option for two (2) additional one (1) year term extensions.

After the RFQ selection, the County will, at its option, prepare an agreement specifying the terms and conditions resulting from the award of this RFQ. Every procurement of contractual services shall be evidenced by a written agreement.

The performance of Wakulla County of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the agreement.

Wakulla County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of

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the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

AUDITS, RECORDS, AND RECORDS RETENTION:

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1& 2, above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

MONITORING:

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

RIGHT TO INSPECT PLACE OF BUSINESS:

The County may, at its discretion, inspect the part of place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Wakulla County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Wakulla County.

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ASSIGNMENT:

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

HOLD HARMLESS:

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

ETHICAL BUSINESS PRACTICES:

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- c. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

RFQ CHECKLIST:

Please submit the items on the following list and any other items required by any section of this Request for Qualifications. The checklist is provided as a courtesy and may not be inclusive of all items required within this Request for Qualifications.

- \_\_\_\_\_ Completed RFQ Response Sheet with Signature
- \_\_\_\_\_ Insurance Certification Form
- \_\_\_\_\_ Certification/Debarment
- \_\_\_\_\_ Applicable Licenses/Registrations
- \_\_\_\_\_ Local Contractor Certification
- \_\_\_\_\_ Sworn Statement
- \_\_\_\_\_ Equal Opportunity/Affirmative Action Statement
- \_\_\_\_\_ Non-collusion Affidavit

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RFQ RESPONSE SHEET

The Board of County Commissioners, Wakulla County, reserves the right to accept or reject any and/or all proposals in the best interest of Wakulla County.

Edward E. Brimner  
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

\_\_\_\_\_

(Firm Name)

BY \_\_\_\_\_

(Authorized Representative)

\_\_\_\_\_

(Printed or Typed Name)

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

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SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Wakulla County Board of County Commissioners

By \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is:

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is . \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement). \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of , 200\_\_ .

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
NOTARY PUBLIC

Notary Public - State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary public

**RFQ Title: Professional Planning and Engineering Consultant Services**

**RFQ No: xxx-xxxx**

**Opening Date: xxxxxx, 2008**

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**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**RFQ Title: Professional Planning and Engineering Consultant Services**

**RFQ No: xxx-xxxx**

**Opening Date: xxxxxx, 2008**

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NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Wakulla County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

\_\_\_\_\_ (Name of Corporation, Partnership, Individual, etc.)

a , \_\_\_\_\_ formed under the laws of \_\_\_\_\_  
(Type of Business) (State or Province)

of which he is . \_\_\_\_\_  
(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Wakulla County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

\_\_\_\_\_ AFFIANT'S NAME

\_\_\_\_\_ AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_\_ Day of ,20\_\_\_\_ .

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

\_\_\_\_\_ Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

**RFQ Title: Professional Planning and Engineering Consultant Services**

**RFQ No: xxx-xxxx**

**Opening Date: xxxxxx, 2008**

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INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?  YES  NO

Commercial General Liability: Indicate Best Rating: \_\_\_\_\_  
Indicate Best Financial Classification: \_\_\_\_\_

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Business Auto: Indicate Best Rating: \_\_\_\_\_  
Indicate Best Financial Classification: \_\_\_\_\_

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Professional Liability: Indicate Best Rating: \_\_\_\_\_  
Indicate Best Financial Classification: \_\_\_\_\_

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1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?  YES  NO

Indicate Best Rating: \_\_\_\_\_  
Indicate Best Financial Classification: \_\_\_\_\_

If answer is NO, provide name and address of insurer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is the Respondent able to obtain insurance in the following limits (next page) for this professional services agreement?  YES  NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Wakulla County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Wakulla County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.



**RFQ Title: Professional Planning and Engineering Consultant Services**

**RFQ No: xxx-xxxx**

**Opening Date: xxxxxx, 2008**

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**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

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Signature

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Title

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Contractor/Firm

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Address

**RFQ Title: Professional Planning and Engineering Consultant Services**

**RFQ No: xxx-xxxx**

**Opening Date: xxxxxx, 2008**

**LOCAL CONTRACTOR CERTIFICATION**

The undersigned, as a duly authorized representative of the contractor listed herein, certifies to the best of his/her knowledge and belief, that the contractor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Wakulla County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by the County (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Wakulla County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Wakulla County.

Please complete the following in support of the self-certification and submit copies of your County business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	Phone:
Current Local Address:	Fax:
If the above address has been for less than six months, please provide the prior address:	
Length of time at this address	
Number of Employees and hours worked per week by each:	
Name and Address of owners who reside in Wakulla County and who in total own at least 50% or more of the business. Attach additional sheets as necessary	Percentage of ownership
1.	
2.	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
By \_\_\_\_\_, of \_\_\_\_\_,  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)  
a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally  
(State or place of incorporation)  
known to me \_\_\_\_\_ or has produced \_\_\_\_\_ as  
identification. (type of identification)

\_\_\_\_\_  
Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)